

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ambassador Hugo Llorens and Global Partners LLC

2. Registration Number

7280

3. Primary Address of Registrant

237 Geranium Court, Marco Island, FL 34145

4. Name of Foreign Principal

Republic of Honduras

5. Address of Foreign Principal

Honduran Foreign Ministry, Centro Civico Gubernamental
contiguo al Palacio d
Tegucigalpa, Fransico Morazan
HONDURAS 11101

6. Country/Region Represented

HONDURAS

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Honduran Ministry of Foreign Affairs

b) Name and title of official(s) with whom registrant engages

The Honorable Enrique Reina

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/31/2023Hugo Llorens/s/Hugo Llorens

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/31/23

Hugo Llorens



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ambassador Hugo Llorens and Global Partners LLC

2. Registration Number

7280

3. Name of Foreign Principal

Republic of Honduras

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/25/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide advisory and consulting services in tandem with Arnold & Porter, as per the terms of the attached AHLLGP-A&P agreement, in support of the Government of the Republic of Honduras in deepening relations with the government of the United States of America.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

In connection with Arnold and Porter's provision of strategic advisory and legislative services on behalf of the Republic of Honduras, the registrant will interface with Honduran government officials and provide advice and coordination to strengthen bilateral relations between the Republic of Honduras and the U.S. government. The registrant will also engage as necessary with U.S. executive and legislative branch officials, and others, for the same purpose.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Provide strategic advisory and consulting services in tandem with Arnold & Porter, as per the terms of the attached AHLLGP-A&P agreement, in support of the Government of the Republic of Honduras' efforts to bolster ties with the United States of America.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/31/2023Hugo Llorens/s/Hugo Llorens

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/31/23

Hugo Llorens





+1 202.942.6601 Direct
Raul.Herrera@arnoldporter.com

May 23, 2023

VIA E-MAIL

Ambassador Hugo Llorens
237 Geranium Court
Marco Island, FL 34145

Re: Letter of Agreement

Dear Ambassador Llorens:

This letter is a Letter of Agreement (“Agreement”) under which AHLLGP LLC, a Florida limited liability corporation (“AHLLGP”) led by its principal, Ambassador Hugo Llorens, will provide Arnold & Porter Kaye Scholer LLP (“Arnold & Porter”) with advisory consulting services to support Arnold & Porter's provision of strategic and legal services to its client, the Government of the Republic of Honduras, represented by the Ministry of Foreign Affairs (“Honduras”). The services to be provided hereunder by AHLLGP shall be comprised of, in connection with the provision of strategic advisory and legislative services to Honduras with a view towards enhancing the position of Honduras with the executive and legislative branches of the US government, interfacing with Honduran government officials at the highest levels and providing advice and coordination in advancing the agenda of Honduras with the US government (“Services”).

1. Advisory Duties. Effective upon the execution of the above-referenced Honduras and Arnold & Porter agreement (the “Honduras Agreement”) and the contemplated commencement of services thereunder, AHLLGP shall devote such time and effort in performance of such Services as may reasonably be requested by Arnold & Porter (to the extent requested by Honduras). AHLLGP will act under the supervision and direction of Arnold & Porter as to such scope of Services. As such, all communications and documents exchanged between AHLLGP, Arnold & Porter and Honduras shall be treated strictly confidentially, and shall be protected by the attorney-client privilege and attorney-work product doctrine to the extent provided by law. AHLLGP shall be available to communicate with Arnold & Porter or its representatives and/or Honduras on a regular basis regarding the Services to be provided by AHLLGP hereunder when reasonably required on reasonable advance notice.

Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave, NW | Washington, DC 20001-3743 | www.arnoldporter.com

Arnold & Porter

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2. Term. AHLLGP's duties under this Agreement shall commence and end coterminous with the term of the Honduras Agreement (subject to earlier termination of this Agreement, but not of the Honduras Agreement, by AHLLGP as referenced below); provided that the parties may renew this Agreement for an additional time period as may be further agreed.

3. Compensation and Payment Terms.

a. Monthly Fee. In complete consideration for the services to be rendered under this Agreement, Arnold & Porter shall pay AHLLGP a \$45,000 per month fee (the "Fee"), to be paid promptly when, as and if Arnold & Porter receives payment of fees under the Honduras Agreement from Honduras. AHLLGP expressly acknowledges and agrees that Arnold & Porter shall not be responsible or liable for payment of any fees or expenses hereunder to the extent that Arnold & Porter does not receive payment of fees under the Honduras Agreement. If changes in the level of service are expected, the parties may, upon mutual agreement, adjust future fees to align the Fee with the value of the estimated level of service.

b. Pre-approved Expenses. Arnold & Porter shall reimburse AHLLGP for written pre-approved out-of-pocket expenses, such as business travel out of the Collier County, Florida area, but only to the extent approved and paid directly or indirectly (through Arnold & Porter) by Honduras.

c. Invoices: Payments Thereof. Arnold & Porter will invoice Honduras for all amounts owing to Arnold & Porter (and indirectly to AHLLGP) under the Honduras Agreement and request payment within 30 days thereof. AHLLGP will submit invoices electronically on a monthly basis to Arnold & Porter to the following email address: raul.herrera@arnoldporter.com, with copy to karla.moctezuma@arnoldporter.com for expenses incurred under clause 3(b) of this Agreement. Upon receipt of any such monthly invoice, Arnold & Porter will forward the invoice to Honduras on a monthly basis. Arnold & Porter will make payment to AHLLGP of the same upon receipt by Arnold & Porter of payment of the Fee by Honduras.

4. Disclosure and Confidentiality. AHLLGP shall treat information relating to the activities of Arnold & Porter in these matters as private and confidential (the "confidential information") and shall not disclose such information to any other party other than Honduras (including its officials, officers and representatives) unless asked to do so by Arnold & Porter. This covenant shall survive the termination of this Agreement. It may be necessary or advisable for Arnold & Porter to disclose to AHLLGP their legal theories, as well as other privileged information and attorney work product. AHLLGP agrees to protect and maintain the confidentiality of such services and information, and not to disclose any such services and information to any other person other than Honduras (including its

Arnold & Porter

Ambassador Hugo Llorens

May 23, 2023

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officials, officers and representatives) without the prior written consent of Arnold & Porter and Honduras, except as required by law, regulatory inquiry, court order, or other legal process. In the event that an entity other than Arnold & Porter or Honduras requests information related to AHLLGP's retention or work performed under this Agreement, including any subpoenas or other requests from any entity, AHLLGP shall notify Arnold & Porter and Honduras immediately of the request or subpoena prior to disclosing such information -- unless prohibited by law from contacting Arnold & Porter and Honduras. Confidential information does not include information that: a) is or becomes known to the public through no fault of AHLLGP; or b) AHLLGP already rightfully possessed before Arnold & Porter or Honduras disclosed it to AHLLGP. Upon request by Arnold & Porter, AHLLGP shall return all confidential information to Arnold & Porter, provided that AHLLGP shall be entitled to retain file copies of any materials prepared by it, which shall survive the termination of this Agreement.

5. Independent Contractor Status. It is understood and agreed that the operations of AHLLGP are those of an independent contractor, and that AHLLGP has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that AHLLGP, its officers and employees are not employees of Arnold & Porter, and AHLLGP is not, except as herein provided, subject to control by Arnold & Porter.

6. Termination of Agreement. Notwithstanding the terms of this Agreement, AHLLGP may terminate this Agreement upon written notice to Arnold & Porter (with AHLLGP specifying in such notice the effective date of such termination), with no further obligation other than for the payment by Arnold & Porter to AHLLGP in accordance herewith of such fees and expenses as have accrued (upon Arnold & Porter's receipt from Honduras of fees and expenses as referenced above) up to and through the effective date of any such termination.

7. Legal Filings. It is understood that AHLLGP may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of Honduras and thereafter will be required to file the reports required by FARA, detailing its activities under this Agreement on Honduras' behalf. It is further understood that AHLLGP will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of Honduras, with the United States Congress and Federal Executive Branch departments and agencies.

8. Counterparts. This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of a manually executed counterpart.

Arnold & Porter


Ambassador Hugo Llorens

May 23, 2023

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If the foregoing accurately reflects the understanding reached by AHLLGP and Arnold & Porter, please sign this letter in the space indicated below and return an executed copy to Raul R. Herrera at Arnold & Porter.

Sincerely,



Thomas Shannon



Raul R. Herrera

Agreed to and accepted this on behalf of AHLLGP LLC:

By: 

Name: Hugo Llorens

Date: 5/25/23